

## EXHIBIT B

(Redacted Contract With E.H. Teasley)

**CONFIDENTIAL****AUTHORISED RESELLER AGREEMENT**

This Authorised Reseller Agreement (the "Agreement") between:

- (1) **KINO-MO LTD**, a company registered in England with number 07517352 whose registered office is at 2nd Floor Soho Wharf 1 Clink Street London SE1 9DG ("Kino-mo"); and
- (2) **EH Teasley & Co.**, a company registered in [United States of America] with number 75-0881396 whose registered office is at 4443 Simonton Road, Dallas TX 75244 (the "Authorised Reseller"),

separately referred to as the "Party" and jointly as the "Parties".

Kino-mo (and its Affiliates) is a visual technology company that designs, develops and manufactures a range of products, cloud-based services and solutions, including the innovative 3D holographic display technology under HYPERVSN brand.

Kino-mo wishes to cooperate with the Authorised Reseller in order to increase the sales of the Products and services on the Territory and expand sales network, and the Authorised Reseller wishes to promote and distribute the Products and resell the services within the Territory on the terms of this Agreement.

Kino-mo and the Authorised Reseller agree as follows:

## **1. DEFINITIONS OF TERMS**

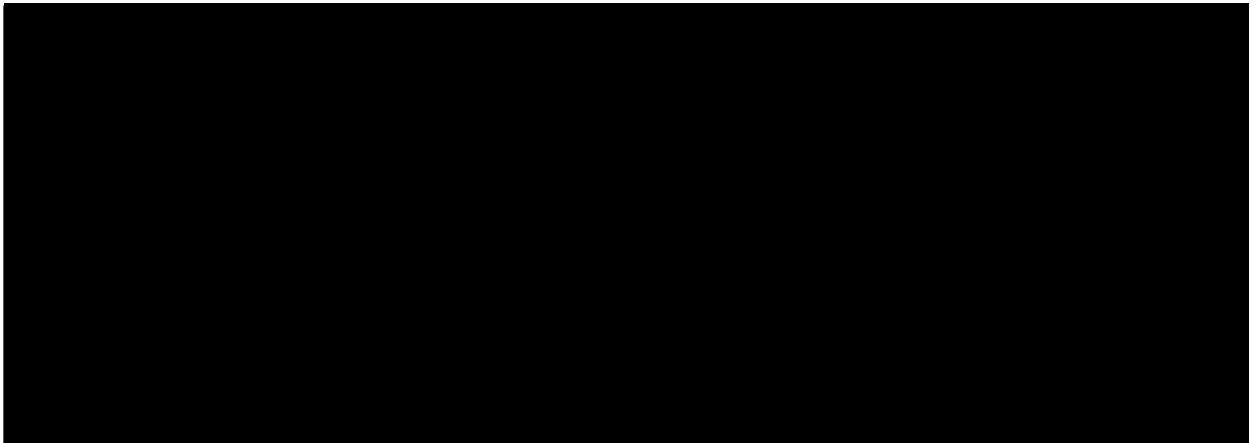
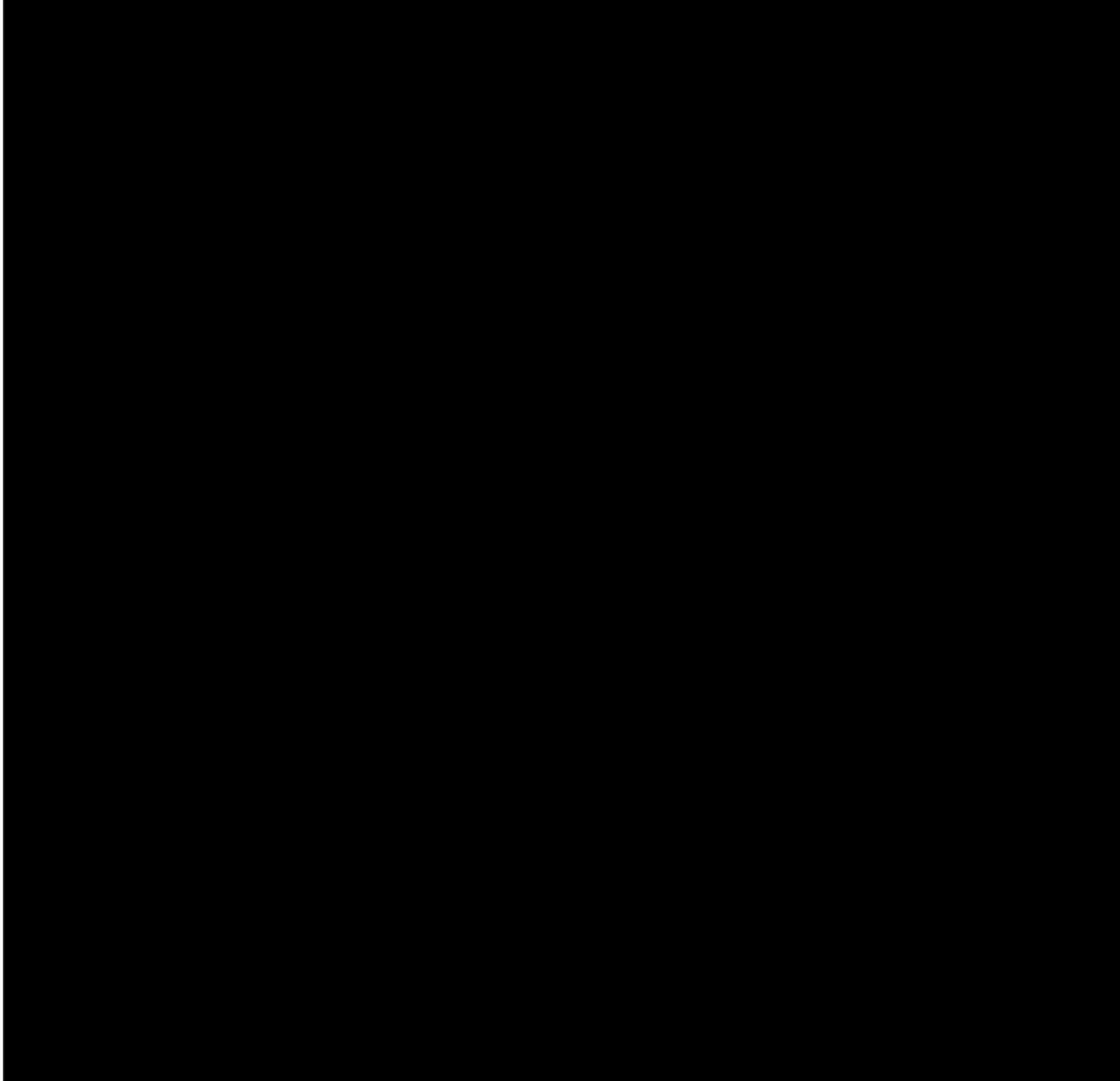
- 1.1. Capitalized terms used in this Agreement are defined in Schedule 2.

## **2. APPOINTMENT**

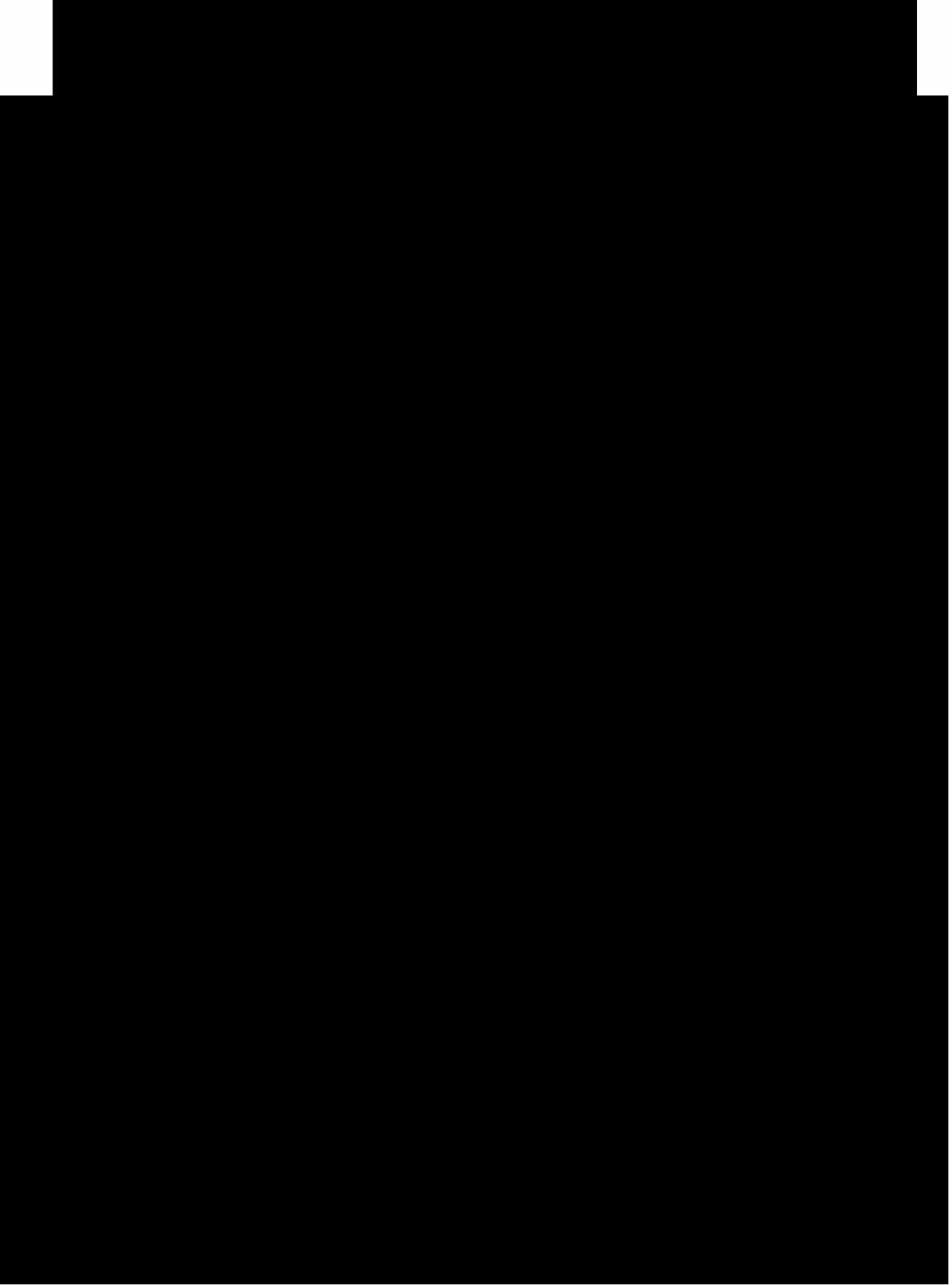
- 2.1. Kino-mo appoints the Authorised Reseller, and the Authorised Reseller accepts such appointment, as an independent non-exclusive reseller for Kino-mo that shall purchase the Products and services from Kino-mo and further import, market, promote and sell such Products and services to the Resellers and Customers in the Territory during the Term.
- 2.2. The Authorised Reseller acknowledges and accepts that its appointment is made in respect of certain Territory. Accordingly, this Agreement contains specific terms and conditions relating to the exercise of the Authorised Reseller's rights which reinforce the territorial nature of them. In exercising such rights, the Authorised Reseller agrees and undertakes:
  - (a) not to actively or intentionally target any persons **outside of the Territory** when advertising, promoting or selling any Product or service, unless such activity is pre-approved in writing by Kino-mo. The Authorised Reseller shall use all reasonable endeavours to procure that (and to procure that any Reseller uses all reasonable endeavours to procure that) no Products or services are sold or offered for sale via the channels located (where the channel is a physical one) or accessible from (where the channel is a digital one) outside of the Territory. The Authorised Reseller also shall obtain a clear Kino-mo's consent for selling and marketing the Products and services via online e-commerce marketplaces (such as Amazon, Ebay etc.); and
  - (b) if any enquiries are received from prospective customers outside of the Territory - to submit them for Kino-mo's attention and handling via email within 5 days from the date of receipt.
- 2.3. The Authorised Reseller undertakes on an ongoing basis during the Term to purchase the Products and services only from Kino-mo and refrain from (and procure that its Affiliates and Resellers refrain from):
  - (a) manufacturing, distributing, marketing and/or promoting any Competing Products, and

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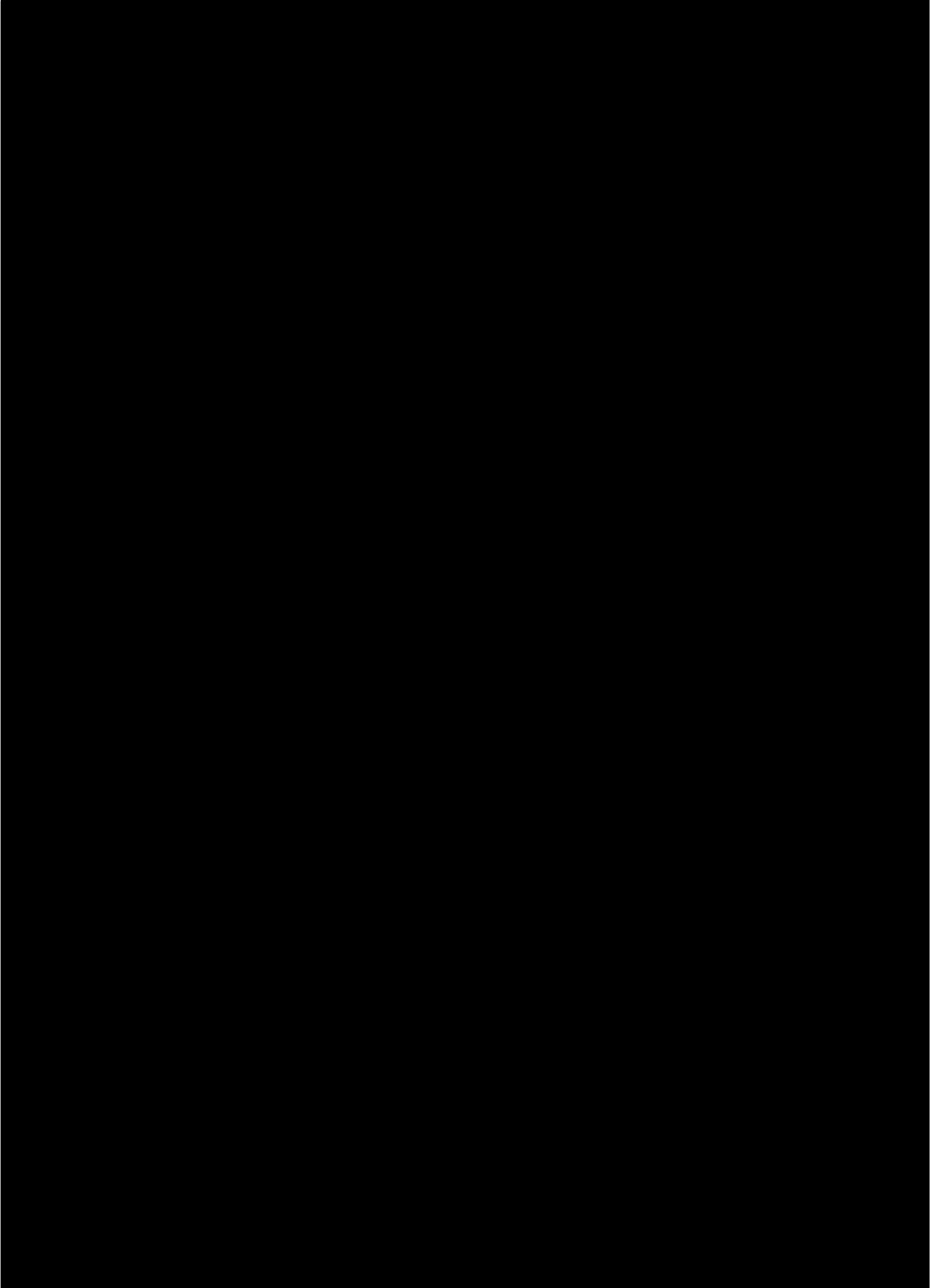
- (b) having any direct or indirect financial or beneficial interest in a Competitor where such interest enables an influence over the economic behaviour of such Competitor.



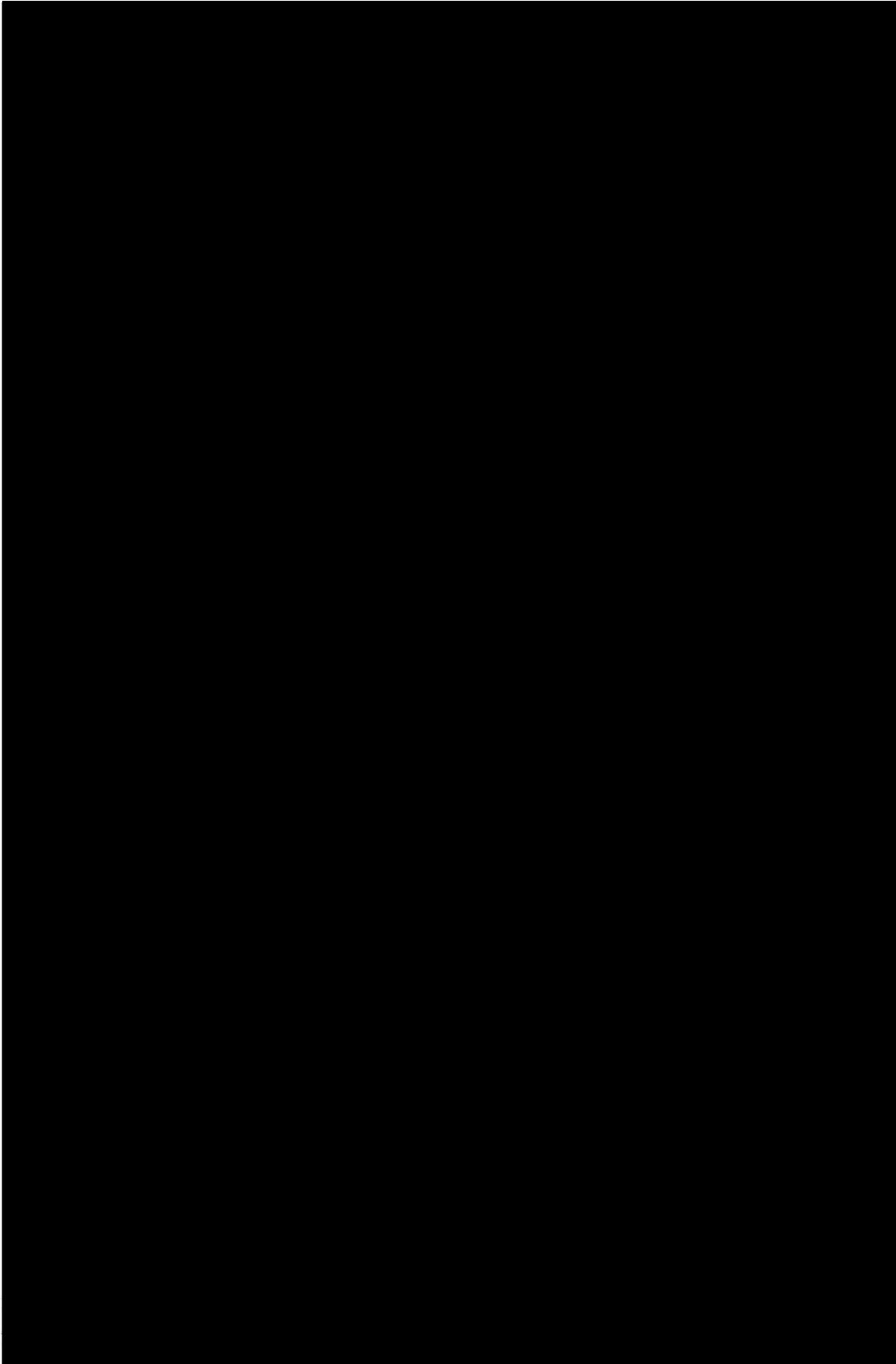
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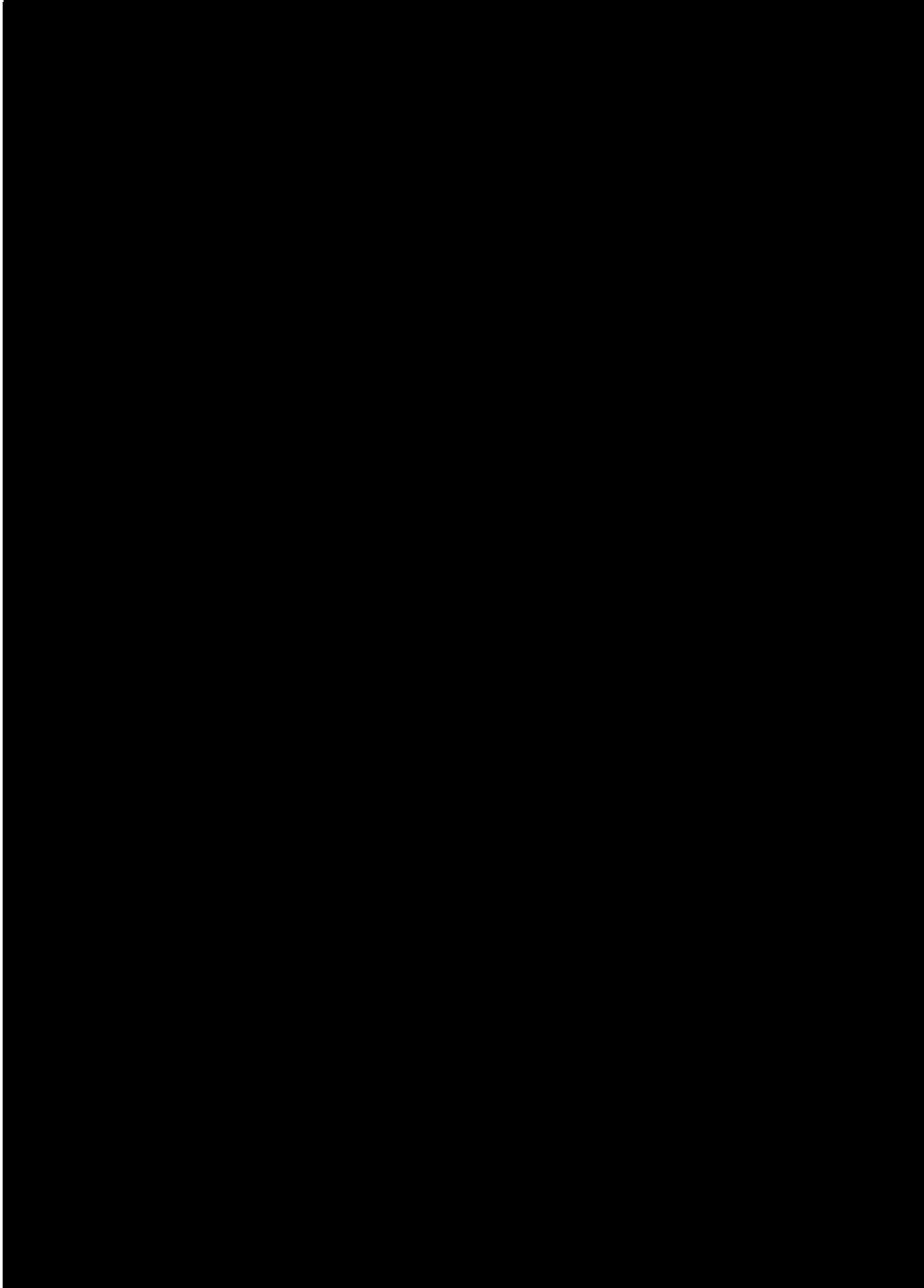
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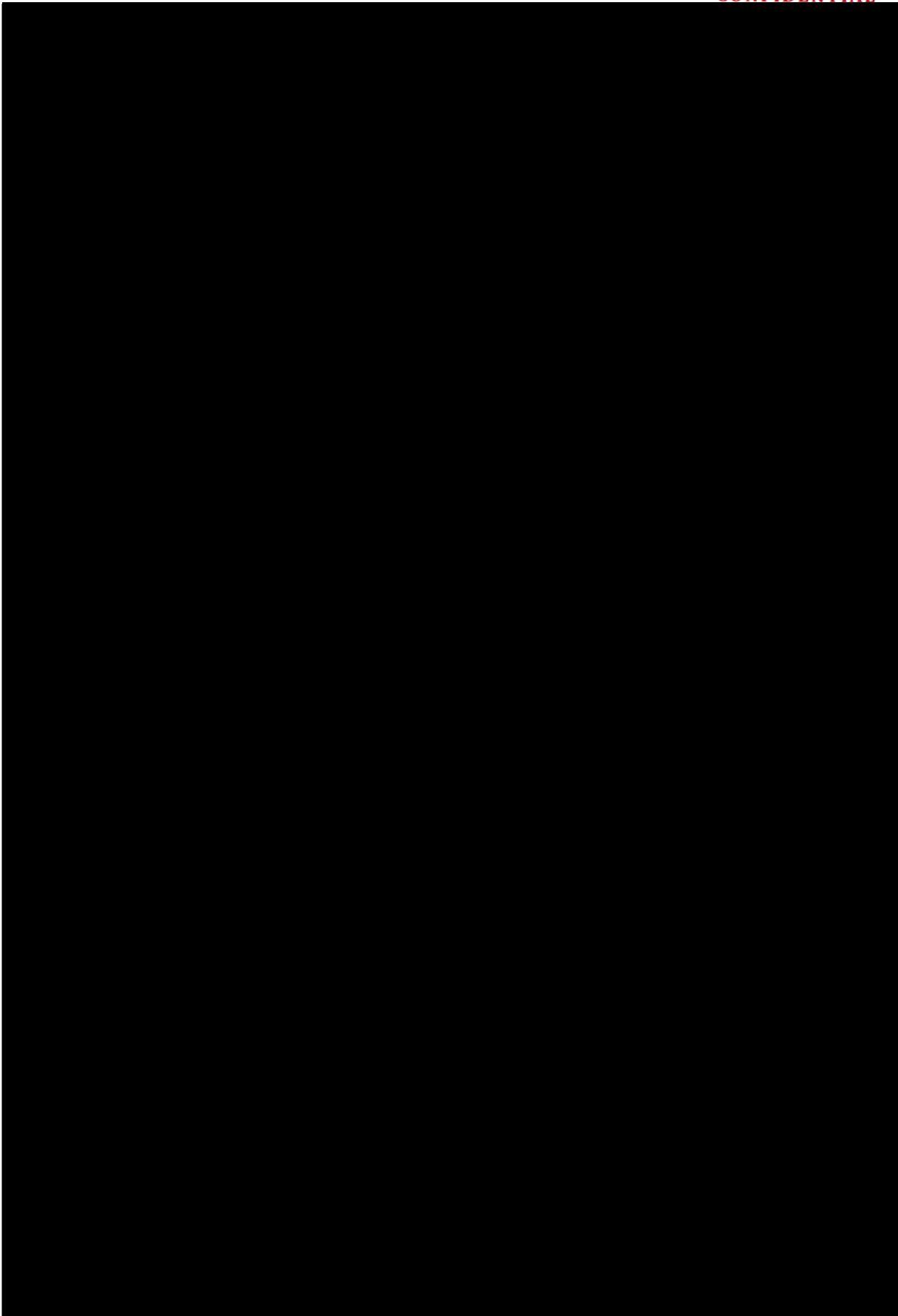
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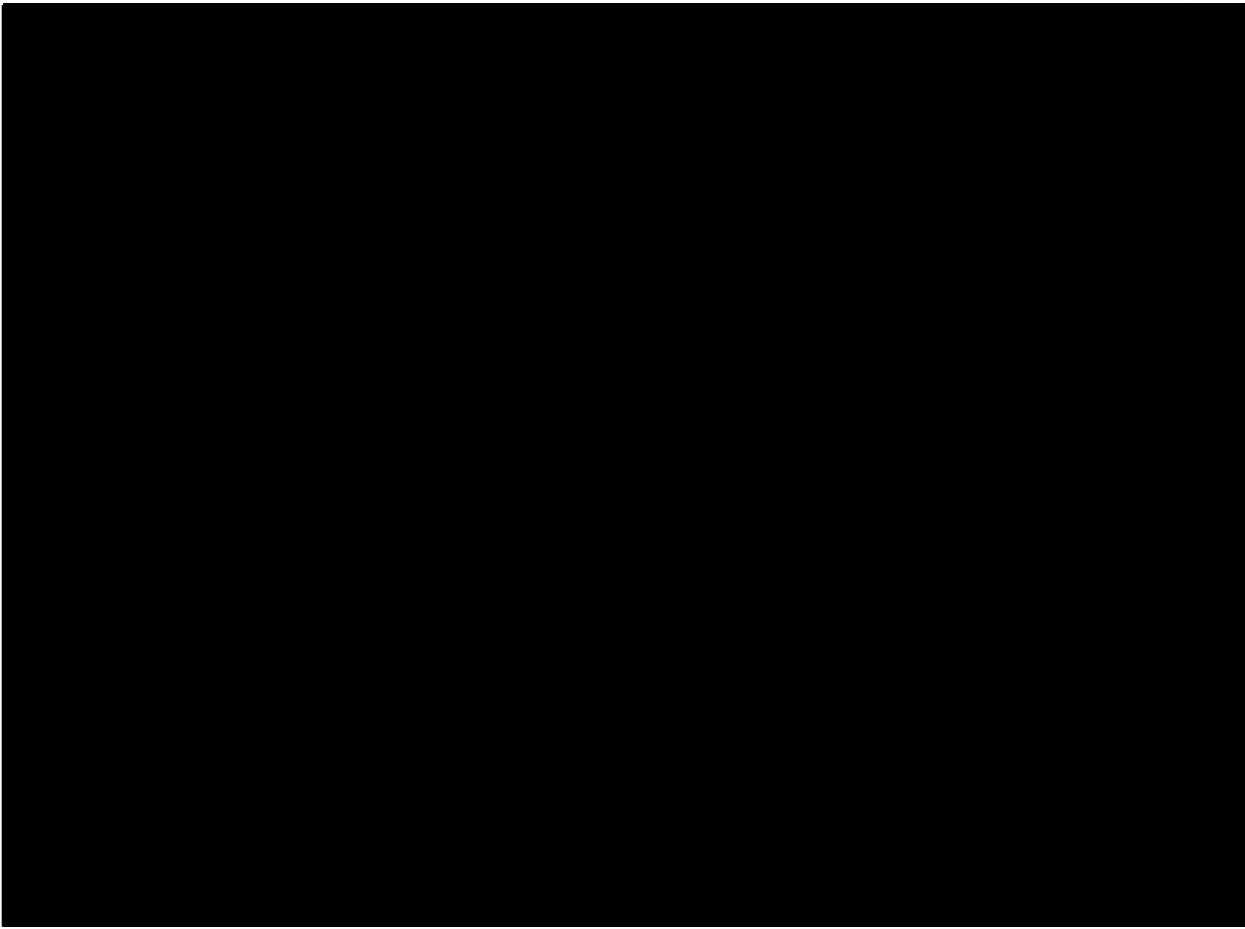
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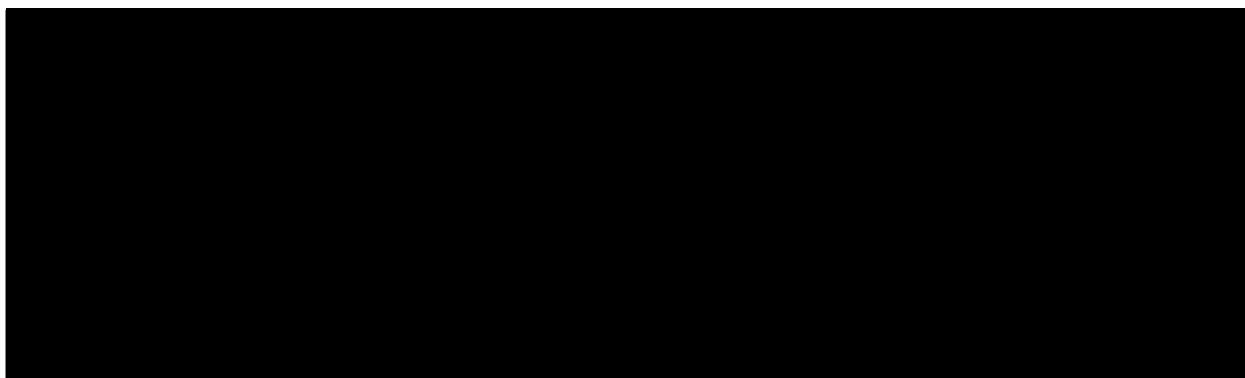


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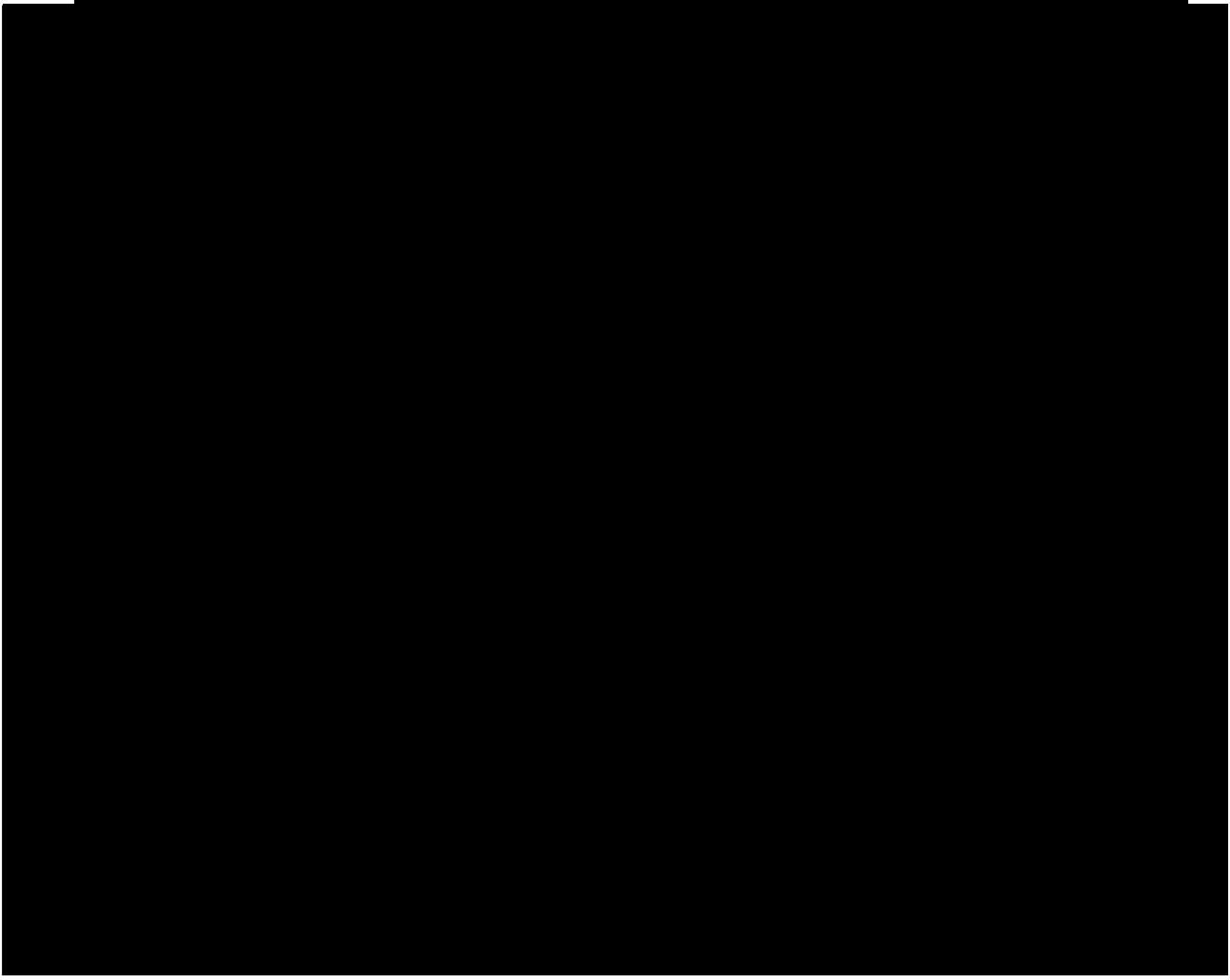
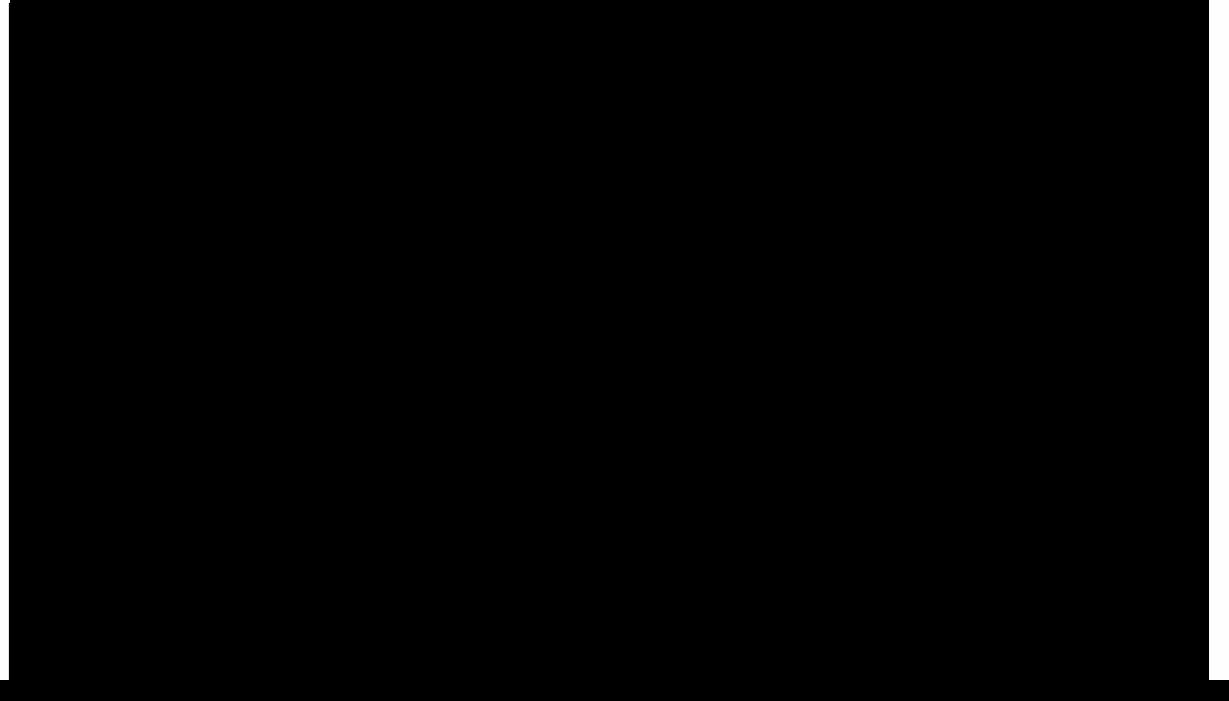


### **13. TERM AND TERMINATION**

- 13.1. This Agreement shall commence on the Effective Date and shall continue for a period of [2] years, unless terminated earlier in accordance with this Section (the "**Term**").
- 13.2. This Agreement may be terminated at any time by the mutual consent of the Parties in writing.
- 13.3. Either Party shall have the right (without prejudice to its other rights and/or remedies) to terminate this Agreement with immediate effect on giving a written notice to the other Party (the "**Defaulting Party**") on or at any time after happening of the following events:
  - (a) on occurrence of a Termination Event, or
  - (b) in the event that the Defaulting Party commits a Material Breach, and either that Material Breach is incapable of remedy or the Defaulting Party has been advised in writing of the Material Breach and has not rectified it within 20 days of receipt of such advice.

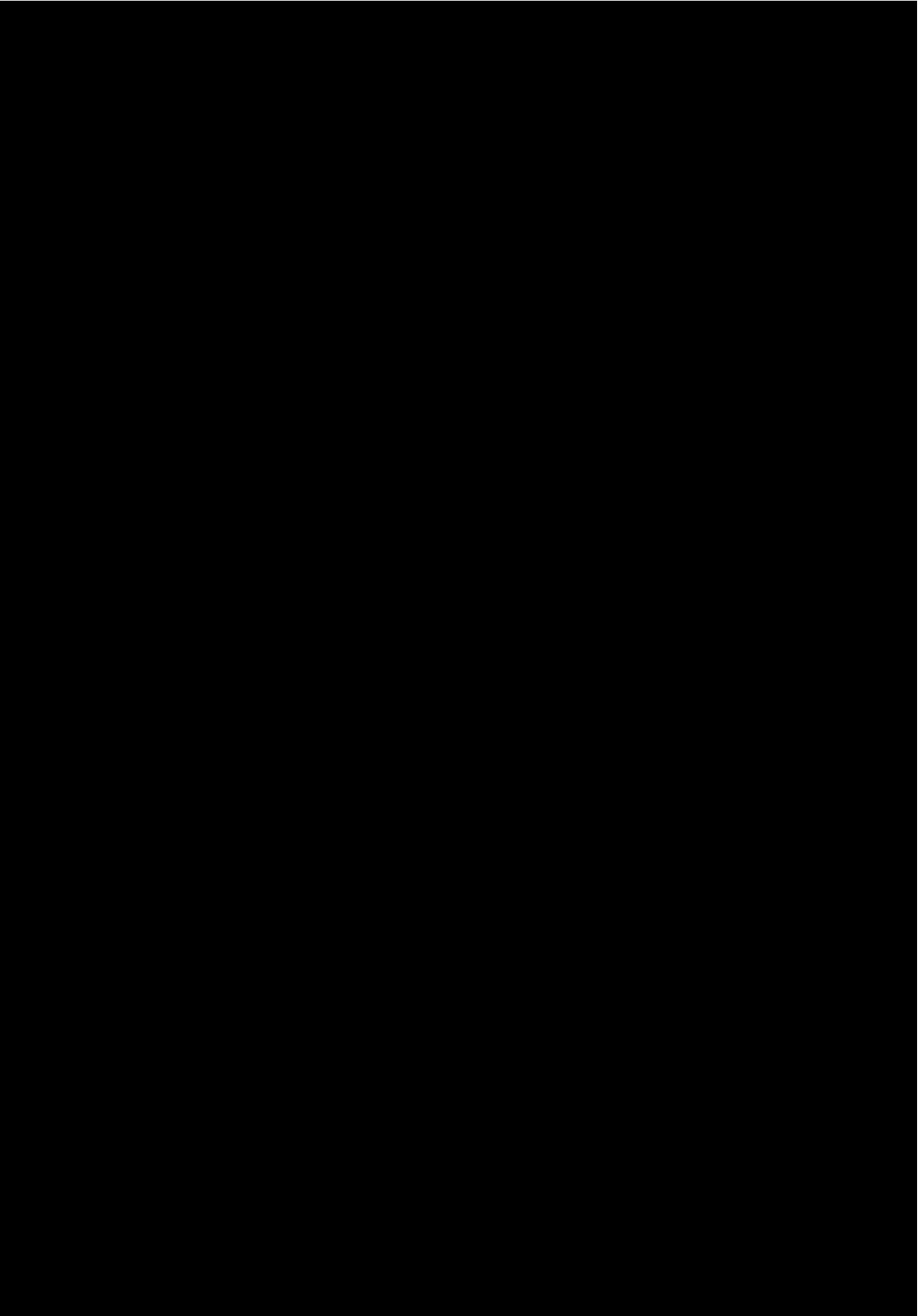


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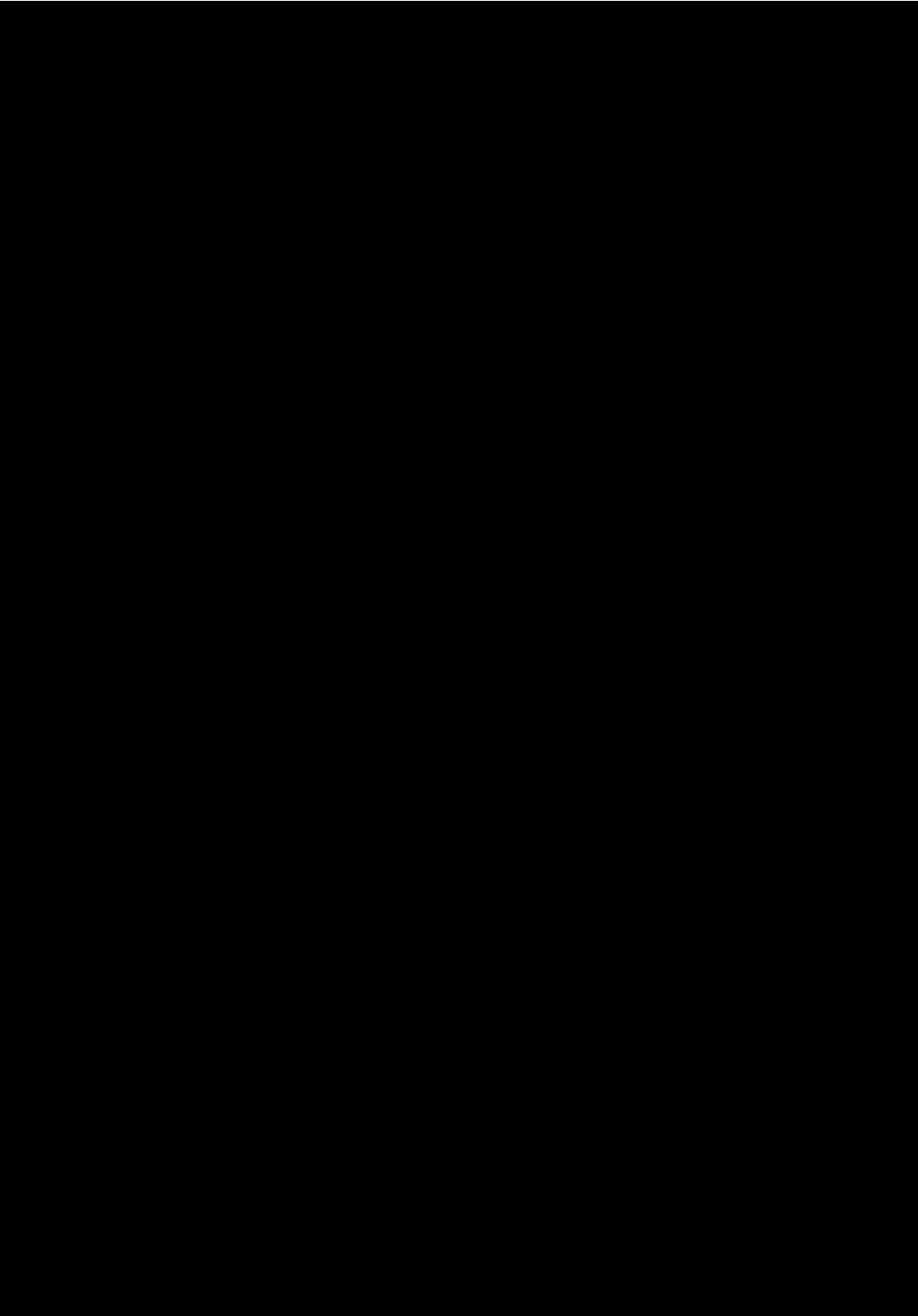


**14. REPRESENTATIONS AND WARRANTIES**

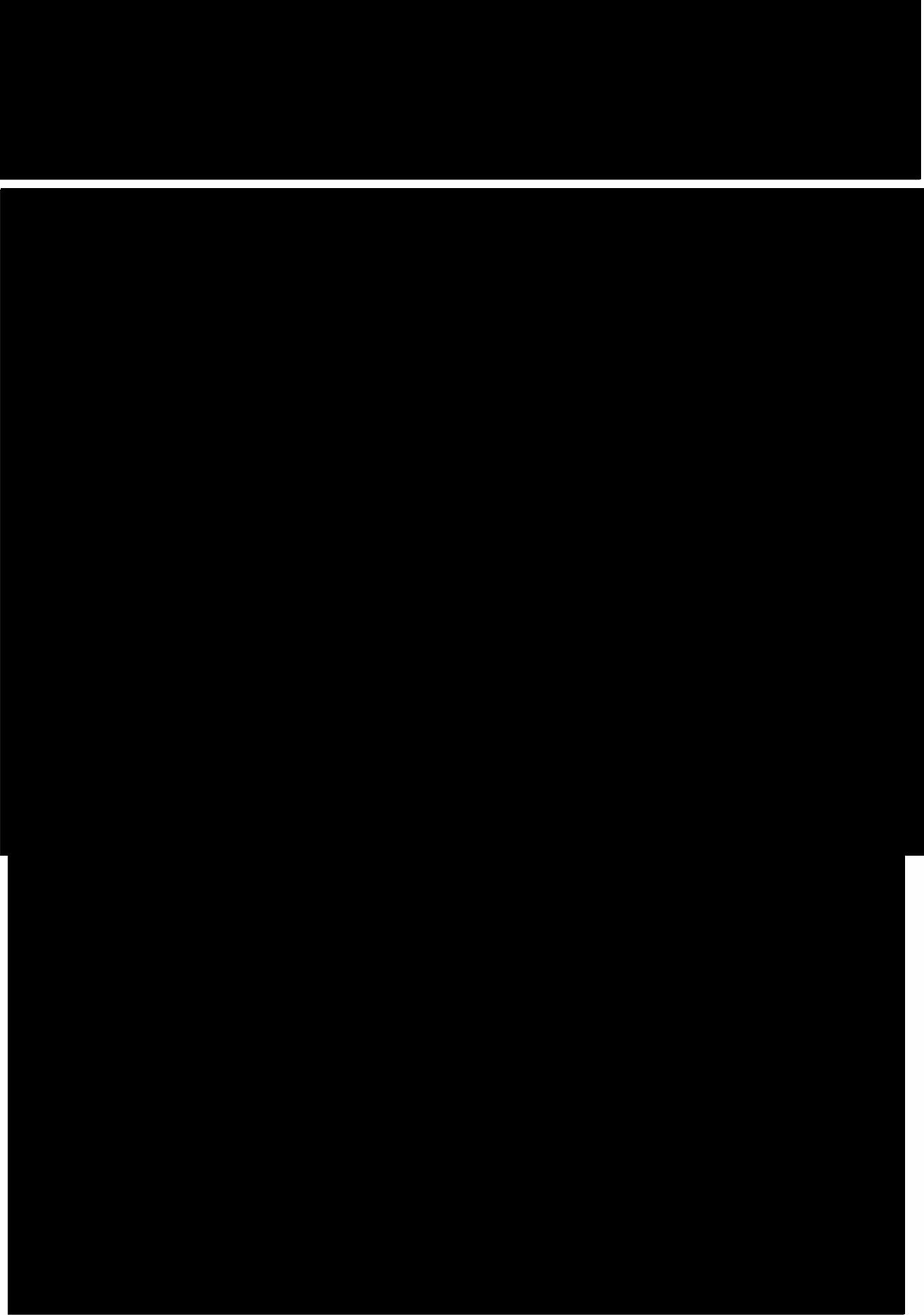
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[SIGNATURE PAGE FOLLOWS]

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This Agreement has been signed by the duly authorised representatives of the Parties on the date below.

SIGNED for and on behalf of

**KINO-MO LTD:**

By 

Name: Art Stavenka

Title: Director

Date: 13 Aug 2019

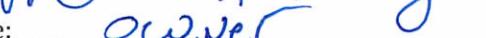
SIGNED for and on behalf of

[]:

**EH Teasley & Co.**

By 

Name: 

Title: 

Date: 